

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is entered into by and between All Souls Unitarian Universalist Congregation, acting herein by Jan Larson, its President, duly authorized, and having a place of business at 19 Jay Street, New London CT, as licensor (the "Licensor"), and the STATE OF CONNECTICUT acting by and through its Commissioner of Public Works, Raeanne V. Curtis, duly authorized, pursuant to the authority conferred upon her pursuant to Connecticut General Statutes § 4b-1, as licensee (the "State" or "Licensee").

WITNESSETH:

WHEREAS, the Licensor is the owner of a piece or a parcel of land with improvements thereon located in the City of New London, State of Connecticut, at 19 Jay Street (the "Church parcel"); and

WHEREAS, the State as licensee desires the non-exclusive use of Parking Spaces on the Church Parcel (the "parking spaces"), to the benefit of the State court facilities located in the proximity of the Church parcel;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties hereto agree as follows:

License: The Licensor hereby grants to Licensee, its employees, agents and invitees, a temporary, non-exclusive license to enter over, across and upon the Church parcel for the purpose of utilizing forty-seven (47) parking spaces per day, as shown in Exhibit A, attached.

1. Duties of Licensor: Licensor shall be responsible for providing at its cost the following: electricity for the consumption of the lighting system; snow and ice removal and sanding; grounds keeping from 7 a.m. to 6 p.m.; litter pick-up; replacement of burnt out bulbs, tubes and ballasts; and maintain and repair the Church parcel as may be needed for the safe use of the Parking Spaces for their intended purpose.

As special conditions, the Licensor agrees:

1. The demised premises shall conform to the requirements of the Americans with Disabilities Act of 1990 as amended; and
 2. Said parcel shall be available from 7 a.m. to 6 p.m. Monday through Friday.
2. Consideration: In consideration of the license granted by this Agreement, the Licensee shall pay to the Licensor, at a rate of Twenty-Six and 00/100 (\$26.00) dollars per space per month, paid in arrears, by the end of each calendar month.
 3. Term: The term of this Agreement shall commence upon the approval of this Agreement by the Office of the Attorney General of the State of Connecticut and shall continue for a period of five (5) years.

4. Renewal Option: Provided the Licensee is not in default of the terms and conditions of this license, the Licensee may, with ninety (90) days advance written notice to the Licensor and the approval of the State Properties Review Board, extend, or renew this License for an additional five (5) year term at the rate of Twenty-Nine and 90/100 (\$29.90) dollars per space per month, on the same terms and conditions set forth within, except that the Licensor cannot guarantee the same location or number of spaces in the renewal period.
5. Use:
- a. The Licensee shall use the License Area solely for parking by State employees and invitees.
 - b. The Licensee shall comply with all applicable Federal, State and local, laws, rules, regulations and ordinances, now or hereafter made with respect to the Property, and the Licensee shall save the Licensor harmless from any fines, penalties or costs for violation of or noncompliance with the same.
 - c. No dangerous explosives shall be permitted to be brought onto the Property and no such explosives shall be stored or used on the Property.
 - d. The Licensee agrees that its use of the Property shall be subject and subordinate to any rules or regulations promulgated by the Licensor from time to time concerning the Property, whether or not attached to this Agreement.
 - e. The Licensee shall be responsible for the costs of all repairs, replacements, deterioration or damages to the Property and the improvements thereon occasioned by acts or omissions of the Licensee, the Licensee's officers, agents, or employees. The Licensee shall pay the Licensor's costs for making such repairs or replacements on demand.
 - f. The Licensee shall not install any equipment or fixtures or make any alterations to the Property.
 - g. The Licensor shall pave and stripe its property, as shown in Exhibit A, as necessary to provide the required spaces.

6. Insurance & Indemnification

- a. The Licensor shall maintain Commercial General Liability Insurance, providing for a minimum limit of \$1,000,000.00 for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and for all damages arising out of injuries to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000.00 for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injuries to or destruction of property during the term of this Agreement at no cost to the Licensee. Annually, the Licensor shall provide the Licensee with a certificate of insurance to this effect. The insurer shall be licensed by the State of Connecticut and be rated A- or better

b. At all times during the term of this Agreement, the Licensor shall indemnify, defend and hold harmless the Licensee and its successors and assigns from and against all (a) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether or not mature, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising in connection with this Agreement out of acts of commission or omission (collectively, the "Acts") by the Licensor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any person or entity with whom the Licensor is in privity of oral or written contract (collectively, "Licensor Parties"); (b) liabilities arising in connection with this Agreement out of the Licensor's or Licensor's Parties' Acts concerning its or their duties and obligations as set forth in this Agreement; and (c) damages, losses, costs and expenses, investigative costs and attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damage. The Licensor shall reimburse the Licensee, for any and all damage to the real or personal property of the Licensee caused by the Acts of the Licensor or any Licensor Parties. In case any Claim is brought against Licensee, its officers, agents and employees, by reason of any of the Licensor's or Licensor Parties' Acts, the Licensor shall, at the Licensor's expense, resist and defend such Claim, or cause the same to be resisted or defended, by retained competent counsel acceptable to the Licensee. The Licensor shall cause such counsel to defend any Claim vigorously and at no cost or expense to the Licensee, but may not hold itself out as Licensee's counsel. The provisions of this Section shall survive the expiration of this Agreement, and shall not be limited by reason of any insurance coverage.

c. To the extent allowable, Licensee hereby agrees to name Licensor as an additional insured for the duration of the License. Licensor hereby acknowledges Licensee does not customarily name other parties as additional insureds to its liability insurance policy. Licensee cannot guarantee its ability to maintain this practice. In the event Licensee is unable to continue naming Licensor as an additional insured, Licensee shall notify Licensor in writing with an explanation as to the reasons Licensee cannot continue to carry out this provision. Upon such notice, Licensee's obligations to include Licensor as an additional insured under its general liability insurance shall cease. The provision shall in no way constitute a waiver of the State's sovereign immunity. Any and all claims must be brought to the Claims Commission.

7. Miscellaneous.

a. All notices required under this Agreement shall be in writing and shall be transmitted by certified mail, return receipt requested (postage prepaid) as follows:

to the Licensee at:

Commissioner of Public Works
Department of Public Works
State Office Building

165 Capitol Avenue
Hartford, CT 06106,

with a copy to:

Department Of Public Works
Leasing and Property Transfer Unit
State Office Building
165 Capitol Avenue, Room G-1
Hartford, CT 06106

to the Licensor at:

All Souls Unitarian Universalist Congregation
19 Jay Street
New London CT 06320

- b. This Agreement shall be governed in accordance with the laws of the State of Connecticut, without regard to its conflicts of laws provisions.
- c. This Agreement, whatever the circumstances, shall not be binding on the Licensee unless and until approved by the Attorney General of the State of Connecticut and delivered to the Licensor.
- d. This Agreement may not be modified except in writing signed by both the Licensor and Licensee. Any modification of this Agreement or additional obligation assumed by either of the Licensor or the Licensee in connection with this Agreement shall be binding only if evidenced in a writing signed by the Licensor and the Licensee or an authorized representative of the Licensor or the Licensee, and approved by the Attorney General of the State of Connecticut.
- e. The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the Licensee of any rights or defenses of sovereign immunity with respect to this Agreement. To the extent this provision conflicts with any other provision of this Agreement, this provision shall govern.
- f. The Agreement shall not be recorded on the Land Records.
- g. The failure of the Licensee to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

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- h. The Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Licensor's request, the Licensee shall provide a copy of these orders to the Licensor. The Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. The Agreement is further subject to non-discrimination provisions attached hereto as Exhibit B and made a part hereof.
- i. STATE CONTRACTS: For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C attached hereto.
- j. If, at the expiration or termination of this Agreement, Licensee and Licensor have not entered into a new agreement for parking and this Agreement, Licensee shall have continued use of the Parking Facilities on a month-to-month basis under the same terms and conditions, including rent per space, as set forth herein.
- k. Both parties to this contact agree to name a day to day contact person to resolve at an early stage any problems with spaces, repairs or snowplowing.
- l. Licensee agrees not to assign this Agreement, in whole or in part, except to other state agencies.

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IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as set forth below.

Signed in the presence of:

All Souls Unitarian Universalist Congregation

Meg M. Polubriatka

By Jan Larson
Jan Larson, President

Nancy M. Btker

Duly authorized

Date signed: 11/18/08

State of Connecticut

Erika Carcano
Erika Carcano

By Raeanne V. Curtis
Raeanne V. Curtis
Commissioner of Public Works,
Duly authorized

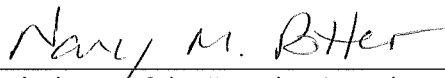
Diane M. Chace
Diane M. Chace

Date signed: 3-27-09

STATE OF CONNECTICUT)
) ss. New London
COUNTY OF NEW LONDON)

The foregoing instrument was acknowledged before me this 18th day of November 2008, before me, the undersigned officer, personally appeared Jan Larson, President, of the All Souls Unitarian Universalist Congregation, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity as therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.



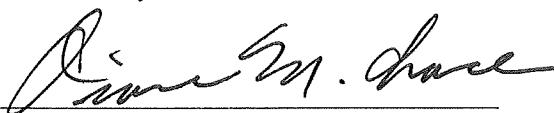
Commissioner of the Superior Court/
Notary Public
My commission expires 12/31/10

STATE OF CONNECTICUT)
) ss. Hartford
COUNTY OF HARTFORD)

NANCY M. POTTER
NOTARY PUBLIC
MY COMMISSION EXPIRES
DECEMBER 31, 2010

On this the 27th day of March, 2008, before me, the undersigned officer, personally appeared Raeanne V. Curtis, Commissioner of the Department of Public Works, State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity as therein stated and for the purposes therein contained.

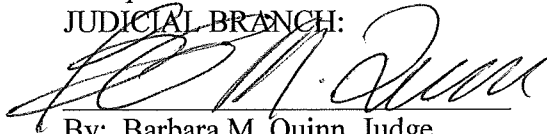
In witness whereof I hereunto set my hand.



Commissioner of the Superior Court/
Notary Public
My commission expires:

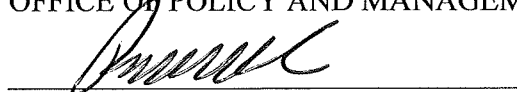
DIANE M. CHACE
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2009

Accepted:
JUDICIAL BRANCH:



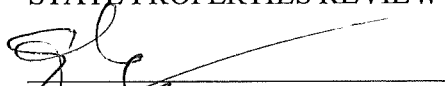
By: Barbara M. Quinn, Judge
Its: Chief Court Administrator
Date signed: 12/18/08

Approved in Conformance with Conn. Gen. Stat. Sections 4b-23(o)(2), as revised,
OFFICE OF POLICY AND MANAGEMENT



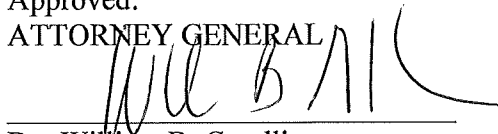
By: Robert L. Genuario
Its: Secretary
Date signed: 11/12/09

Approved:
STATE PROPERTIES REVIEW BOARD



By: Edwin S. Greenberg
Its: Chairman
Date signed: 1/7/10

Approved:
ATTORNEY GENERAL



By: William B. Gundling
Associate Attorney General
Date signed: 1/21/10


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EXHIBIT A

LEGAL DESCRIPTION

Demised Premises Plan:

"PRELIMINARY PARKING LEASE STUDY PLAN, ALL SOULS NEW LONDON U.U
CONGREGATION TO STATE OF CT. COURT ADMINISTRATION," dated October 3, 2007.

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COURTHOUSE PUBLIC PARKING TO CARS

PROPERTY LINE AND CHAIN LINK FENCE

SUGGESTED SITE IMPROVEMENTS:
AT PROPERTY LINE CHAIN LINK FENCE
REMOVE CHAIN LINK FENCE ON SLOPE
REMOVE ALL LIMBS & SNAGS TREES
PRESERVE ALL OTHER TREES UNDERSTAND
PERMANENTLY STABLE, TRUNK
TREES TO IMPROVE APPEAL AND
LIGHT LIGHTING EFFECTIVENESS
EVALUATE SLOPE FOR SOIL RETENTION
MAINTENANCE REQUIREMENT
TERMINATED STAIR DOWN

EXISTING POST LIGHT

RESTRICTED PARKING FOR
PEDESTALS ONLY

UNRESTRICTED PARKING FOR
PEDESTALS ONLY
NOTE: 20' STREETS 2' 1/2' SPACES

CONSTRUCTION ST
ALL SITES 11' 11' ST
CONSTRUCTION ST

REMAINING PARKING SPACE
ALL SITES NEW PARKING
TO STATE OF CT COURT ADMINISTRATOR
DATE: 11/10/00
REMOVED BY STATE OF CT COURT ADMINISTRATOR

11/10/00

EXHIBIT B

NON-DISCRIMINATION PROVISIONS

This provision is included in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

(a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "commission" means the Commission on Human Rights and Opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the State other than a municipality, for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b)(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor

has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

This provision is included connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

(a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the

United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes of Connecticut; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56 of the General Statutes of Connecticut.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes of Connecticut; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

EXHIBIT C

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words* are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or

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unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General

Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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